Case 24-02569 Doc 1 Filed 02/23/24 Entered 02/23/24 15:02:20 Desc Main Document Page 1 of 30

Fill in this information to identify your case:				
United States Bankruptcy Court for the:				
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION	=			
Case number (if known)	Chapter	7	-	
				Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's name	Friedmans' Premier System, Inc.	
2.	All other names debtor used in the last 8 years	DBA iPromo	
	Include any assumed names, trade names and doing business as names	DBA USB Fash Store, Inc. DBA Memory Suppliers, Inc.	
3.	Debtor's federal Employer Identification Number (EIN)	36-4428318	
4.	Debtor's address	Principal place of business	Mailing address, if different from principal place of business
		MS Registered Agent Services 191 N Wacker Dr., Ste. 1800 Chicago, IL 60606	
		Number, Street, City, State & ZIP Code	P.O. Box, Number, Street, City, State & ZIP Code
		Cook County	Location of principal assets, if different from principal place of business
			Number, Street, City, State & ZIP Code
5.	Debtor's website (URL)	www.ipromo.com	
6.	Type of debtor	■ Corporation (including Limited Liability Company	γ (LLC) and Limited Liability Partnership (LLP))
		☐ Partnership (excluding LLP)	
		☐ Other. Specify:	

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Case number (if known)

7.	Describe debtor's business	☐ Single Asset Real Est☐ Railroad (as defined☐ Stockbroker (as defi	ss (as defined in 11 U.S.C. § 101(27A)) state (as defined in 11 U.S.C. § 101(51B)) I in 11 U.S.C. § 101(44)) Ined in 11 U.S.C. § 101(53A)) (as defined in 11 U.S.C. § 101(6)) efined in 11 U.S.C. § 781(3))	
		☐ Investment company	s described in 26 U.S.C. §501) y, including hedge fund or pooled investment (as defined in 15 U.S.C. §80b-2(a)(11))	vehicle (as defined in 15 U.S.C. §80a-3)
			can Industry Classification System) 4-digit coo pov/four-digit-national-association-naics-codes	
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small	Check one: Chapter 7 Chapter 9		
	business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	Chapter 11. Check a	The debtor is a small business debtor as de noncontingent liquidated debts (excluding d \$3,024,725. If this sub-box is selected, attacoperations, cash-flow statement, and federa exist, follow the procedure in 11 U.S.C. § 11 The debtor is a debtor as defined in 11 U.S. debts (excluding debts owed to insiders or a proceed under Subchapter V of Chapter	efined in 11 U.S.C. § 101(51D), and its aggregate lebts owed to insiders or affiliates) are less than ch the most recent balance sheet, statement of al income tax return or if any of these documents do not 16(1)(B). C. § 1182(1), its aggregate noncontingent liquidated affiliates) are less than \$7,500,000, and it chooses to 11. If this sub-box is selected, attach the most recent sh-flow statement, and federal income tax return, or if
		_	any of these documents do not exist, follow	
			A plan is being filed with this petition. Acceptances of the plan were solicited prepaccordance with 11 U.S.C. § 1126(b).	etition from one or more classes of creditors, in
			The debtor is required to file periodic report Exchange Commission according to § 13 or	s (for example, 10K and 10Q) with the Securities and r 15(d) of the Securities Exchange Act of 1934. File the dividuals Filing for Bankruptcy under Chapter 11
		☐ Chapter 12	The debtor is a shell company as defined in	the Securities Exchange Act of 1934 Rule 12b-2.
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	■ No. □ Yes.		
	If more than 2 cases, attach a separate list.	District District	When When	Case number Case number

Document Page 3 of 30 Debtor Case number (if known) Friedmans' Premier System, Inc. 10. Are any bankruptcy cases ■ No pending or being filed by a ☐ Yes. business partner or an affiliate of the debtor? List all cases. If more than 1, Debtor Relationship attach a separate list District Case number, if known 11. Why is the case filed in Check all that apply: this district? Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district. A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district. 12. Does the debtor own or ■ No have possession of any Answer below for each property that needs immediate attention. Attach additional sheets if needed. ☐ Yes. real property or personal property that needs immediate attention? Why does the property need immediate attention? (Check all that apply.) ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? ☐ It needs to be physically secured or protected from the weather. ☐ It includes perishable goods or assets that could guickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options). ☐ Other Where is the property? Number, Street, City, State & ZIP Code Is the property insured? ☐ No Insurance agency ☐ Yes. Contact name Phone Statistical and administrative information 13. Debtor's estimation of Check one: available funds Funds will be available for distribution to unsecured creditors. ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors. Estimated number of **1**,000-5,000 **1** 25,001-50,000 1-49 creditors **5001-10,000 5**0,001-100,000 **50-99 1**0,001-25,000 ■ More than 100,000 □ 100-199 □ 200-999 15. Estimated Assets **\$0 - \$50,000** □ \$1,000,001 - \$10 million □ \$500,000,001 - \$1 billion □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion □ \$50,001 - \$100,000 □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion **□** \$100,001 - \$500,000 □ \$100,000,001 - \$500 million ☐ More than \$50 billion □ \$500,001 - \$1 million 16. Estimated liabilities **□** \$0 - \$50,000 □ \$500,000,001 - \$1 billion ■ \$1,000,001 - \$10 million

Case 24-02569

Doc 1

Filed 02/23/24

Entered 02/23/24 15:02:20

Desc Main

Doc 1 Filed 02/23/24 Entered 02/23/24 15:02:20 Desc Main Case 24-02569 Document Page 4 of 30 Case number (if known) Debtor Friedmans' Premier System, Inc. □ \$50,001 - \$100,000 □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion □ \$100,001 - \$500,000 □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion □ \$500,001 - \$1 million □ \$100,000,001 - \$500 million ☐ More than \$50 billion

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Debtor Friedmans' Premier System, Inc. Case number (if known)

NIa
ING

Request	for	Relief,	Declaration,	and	Signatures
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WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 23, 2024 MM / DD / YYYY

✗ /s/ Valery Kichatay	Valery Kichatay			
Signature of authorized representative of debtor	Printed name			
Title Director	_			

18. Signature of attorney

/s/ Richard G	Larsen		Date	February 23, 2024	
Signature of atto	orney for debtor			MM / DD / YYYY	
Richard G La	rsen 6193054 Illinois	S			
Printed name					
SpringerLars	enGreene, LLC				
Firm name					
300 S. County	y Farm Road				
Suite G					
Wheaton, IL 6	60187				
Number, Street,	City, State & ZIP Code				
Contact phone	630-510-0000	Email address	rlarsen@s	springerbrown.com	

6193054 Illinois IL

Bar number and State

Fill in this information to identif	ly your case:			
United States Bankruptcy Court fo	or the:			
NORTHERN DISTRICT OF ILLIN	IOIS, EASTERN DIVISION			
Case number (if known)		Chapter 7		
				Check if this an amended filing
	on for Non-Individua			· · · · · · · · · · · · · · · · · · ·
If more space is needed, attach known). For more information, a	a separate sheet to this form. On the to a separate document, <i>Instructions for B</i>	p of any additional plankruptcy Forms fo	pages, write the debtor's n <i>r Non-Individuals,</i> is availa	ame and the case number (if able.
Request for Relief, De	eclaration, and Signatures			
WARNING Bankruptcy fraud is imprisonment for up	a serious crime. Making a false statement to to 20 years, or both. 18 U.S.C. §§ 152, 1	t in connection with a 341, 1519, and 3571	bankruptcy case can result	in fines up to \$500,000 or
17. Declaration and signature of authorized representative of debtor	The debtor requests relief in accordance I have been authorized to file this petition I have examined the information in this p I declare under penalty of perjury that the Executed on O2/22/2029 MM / DD / YYYY Signature of authorized representative of Title Director	n on behalf of the deb etition and have a rea e foregoing is true and	tor. sonable belief that the infor	
18. Signature of attorney	Signature of attorney for debtor Richard G Larsen 6193054 Illinois Printed name SpringerLarsenGreene, LLC Firm name 300 S. County Farm Road Suite G Wheaton, IL 60187 Number, Street, City, State & ZIP Code Contact phone 630-510-0000 6193054 Illinois IL	Email address	Date 2/2 MM/DD/YY	
	Bor number and State		-	

Fill in this information to identify the case:	
Debtor name Friedmans' Premier System, Inc.	
United States Bankruptcy Court for the: NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION	
Case number (if known)	Check if this is an amended filing
Official Form 202 Declaration Under Penalty of Perjury for Non-Individu	ial Debtors 12/15
An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partne form for the schedules of assets and liabilities, any other document that requires a declaration that is not i amendments of those documents. This form must state the individual's position or relationship to the deb and the date. Bankruptcy Rules 1008 and 9011.	ncluded in the document, and any
WARNING Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtair connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, o 1519, and 3571.	ning money or property by fraud in r both. 18 U.S.C. §§ 152, 1341,
Declaration and signature	
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized ag- individual serving as a representative of the debtor in this case.	ent of the partnership; or another
I have examined the information in the documents checked below and I have a reasonable belief that the inf	ormation is true and correct:
Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B) Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	
Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)	
☐ Schedule H: Codebtors (Official Form 206H) ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)	
Amended Schedule	
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and	Are Not Insiders (Official Form 204)
Other document that requires a declaration	
I declare under penalty of perjury that the foregoing is true and correct.	
Executed on 2/22/2024 X	
Signature of indi ∜ idual signing on behalf of debtor	
Valery Kichatay Printed name	
rimeo name	

Director

Position or relationship to debtor

		ited States Bankruptcy C rn District of Illinois, Eastern		
In re	Friedmans' Premier System, Inc.		Case No.	-
		Debtor(s)	Chapter	7
	VERIFIC	CATION OF CREDITOR N	MATRIX	
		Number o	f Creditors: _	23
	The above-named Debtor(s) hereb (our) knowledge.	y verifies that the list of cred	itors is true and	I correct to the best of my
Date:	2/22/2024	Valery Kichatay/Director Signer/Title	····	

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United States Bankruptcy Court	
Northern District of Illinois, Eastern Division	

		•		
In re	Friedmans' Premier System, Inc.		Case No.	
		Debtor(s)	Chapter	7

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for <u>Friedmans' Premier System, Inc.</u> in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

■ None [*Check if applicable*]

Date

Richard G Larsen 6193054 Illinois

Signature of Attorney or Litigant

Counsel for Friedmans' Premier System, Inc.

SpringerLarsenGreene, LLC 300 S. County Farm Road Suite G Wheaton, IL 60187 630-510-0000 Fax:630-510-0004 rlarsen@springerbrown.com

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United States Bankruptcy Court Northern District of Illinois, Eastern Division

In re	Friedmans' Premier System, Inc.		Case No.	
	Debtor(s)	Chapter	7
	STATEMENT REGARDING AUTHORIT	Y TO SIGN	AND FI	LE PETITION
	I, Valery Kichatay, declare under penalty of perjury that at the following is a true and correct copy of the resolutation at a special meeting duly called and held on the _	tions adopted by	y the Boar	mans' Premier System, Inc., ed of Directors of said
Bankr	"Whereas, it is in the best interest of this corporation to uptcy Court pursuant to Chapter 7 of Title 11 of the Un			n in the United States
	Be It Therefore Resolved, that Valery Kichatay, Director to and deliver all documents necessary to perfect the fill of the corporation; and	of this Corpora ing of a chapter	tion, is au 7 volunta	thorized and directed to ry bankruptcy case on
deeds	Be It Further Resolved, that Valery Kichatay, Director of in all bankruptcy proceedings on behalf of the corpora and to execute and deliver all necessary documents on aptcy case, and	ntion, and to oth	erwise do	and perform all acts and
	Be It Further Resolved, that Valery Kichatay, Director of y Richard G Larsen 6193054 Illinois, attorney and the law tration in such bankruptcy case."			
Date	2/22/2024 Signed	1/2	<u> </u>	
		Valery Kichatay		

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Resolution of Board of Directors of Friedmans' Premier System, Inc.

Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 7 of Title 11 of the United States Code;

Be It Therefore Resolved, that Valery Kichatay, Director of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 7 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that Valery Kichatay, Director of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that Valery Kichatay, Director of this Corporation is authorized and directed to

Fill in this informa	tion to identify the	case:		
Debtor name Fr	iedmans' Premier	System, Inc.		
United States Bank	ruptcy Court for the:	NORTHERN DIS	STRICT OF ILLINOIS, EASTERN DIVISION	
Case number (if kn	own)			
,	,		-	☐ Check if this is an amended filing
				amended ming
Official Form	202			
	-	Penalty o	of Perjury for Non-Indiv	vidual Debtors 12/15
form for the sched amendments of th and the date. Ban WARNING Bank	ules of assets and I ose documents. Thi kruptcy Rules 1008 uptcy fraud is a ser	abilities, any othe s form must state and 9011. ious crime. Makir	n-individual debtor, such as a corporation of er document that requires a declaration that the individual's position or relationship to the ing a false statement, concealing property, or p to \$500,000 or imprisonment for up to 20 y	is not included in the document, and any he debtor, the identity of the document, obtaining money or property by fraud in
I am the pres		or an authorized a	gent of the corporation; a member or an authori	zed agent of the partnership; or another
	ving as a representat			
I have exami	ned the information in	the documents ch	ecked below and I have a reasonable belief that	t the information is true and correct:
_			roperty (Official Form 206A/B) cured by Property (Official Form 206D)	
_			red Claims (Official Form 206E/F)	
□ Sche	edule G: Executory C	ontracts and Unexp	pired Leases (Official Form 206G)	
Sum	edule H: Codebtors (C mary of Assets and L nded Schedule		ndividuals (Official Form 206Sum)	
☐ Cha _l			itors Who Have the 20 Largest Unsecured Clair	ns and Are Not Insiders (Official Form 204)
I declare und	er penalty of perjury t	nat the foregoing is	s true and correct.	
Executed on			s/ Valery Kichatay	
2,000,00	. cordary 20, 2		ignature of individual signing on behalf of debto	r
		V	alery Kichatay	
		Р	rinted name	
		_	N	

Position or relationship to debtor

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	Document Page 13 of 30		
Fill in this information to identify the	case:		
Debtor name Friedmans' Premier	System, Inc.		
United States Bankruptcy Court for the:	NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVIS	ON	
Case number (if known)			
		_	Check if this is an amended filing
Official Form 206D			
	Who Have Claims Secured by P	roperty	12/15
Be as complete and accurate as possible.	<u> </u>		
Do any creditors have claims secured by	debtor's property?		
☐ No. Check this box and submit pa	age 1 of this form to the court with debtor's other schedules	. Debtor has nothing else to	report on this form.
Yes. Fill in all of the information b		J	.,
Part 1: List Creditors Who Have Se		Column A	Column B
List in alphabetical order all creditors where claim, list the creditor separately for each claim.	ho have secured claims. If a creditor has more than one secured m.	Amount of claim	Value of collateral
,,		Do not deduct the value of collateral.	that supports this claim
2.1 Leo V. Freidman	Describe debtor's property that is subject to a lien	\$1,285,121.00	\$0.00
Creditor's Name 1830 S. Ocean Dr. Apt. 2902		_	
Hallandale, FL 33009			
Creditor's mailing address	Describe the lien		
	Note and security agreement Is the creditor an insider or related party?	_	
	■ No		
Creditor's email address, if known	Yes Is anyone else liable on this claim?		
Date debt was incurred	■ No		
Last 4 digits of account number	☐ Yes. Fill out Schedule H: Codebtors (Official Form 206H)		
Do multiple creditors have an interest in the same property?	As of the petition filing date, the claim is: Check all that apply		
■ No	Contingent		
Yes. Specify each creditor, including this creditor and its relative	Unliquidated		
priority.	Disputed		
3. Total of the dollar amounts from Part 1	I, Column A, including the amounts from the Additional Page, i	\$1,285,121.0 f any.	
Part 2: List Others to Be Notified for	r a Debt Already Listed in Part 1		
List in alphabetical order any others who rassignees of claims listed above, and attor	nust be notified for a debt already listed in Part 1. Examples of rneys for secured creditors.	entities that may be listed are	e collection agencies,
If no others need to notified for the debts I	isted in Part 1, do not fill out or submit this page. If additional	pages are needed, copy this p which line in Part 1 did	age. Last 4 digits of
Nume and address		enter the related creditor?	account number for

this entity

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neck if this is an mended filing 12/15 ORITY unsecured claims A/B: Assets - Real and he entries in Parts 1 and orm.
nended filing 12/15 ORITY unsecured claims A/B: Assets - Real and the entries in Parts 1 and
nended filing 12/15 ORITY unsecured claims A/B: Assets - Real and the entries in Parts 1 and
nended filing 12/15 ORITY unsecured claims A/B: Assets - Real and the entries in Parts 1 and
nended filing 12/15 ORITY unsecured claims A/B: Assets - Real and the entries in Parts 1 and
ORITY unsecured claims A/B: Assets - Real and he entries in Parts 1 and
ORITY unsecured claims A/B: Assets - Real and he entries in Parts 1 and
A/B: Assets - Real and he entries in Parts 1 and
more than 3 creditors
Priority amount
0.00 \$147.000.00
0.00 \$147,000.00
0.00 \$325,000.00
_

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

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Debtor		Case number (if known)	
3.1	Name Nonpriority creditor's name and mailing address Alpha Industrial Co., Limited Caitian Road, 5th Floor, E Building Guangdong, China 518033	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed	\$485,076.89
	Date(s) debt was incurred _	Basis for the claim: Business Debt	
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes	
3.2	Nonpriority creditor's name and mailing address American Camp Association 5000 State Road 67 North Martinsville, IN 46151-7902 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: Check all that apply. ☐ Contingent ☐ Unliquidated ☐ Disputed Basis for the claim: Business Debt Is the claim subject to offset? No ☐ Yes	\$2,000.00
3.3	Nonpriority creditor's name and mailing address American Express Direct P.O. Box 96001 Los Angeles, CA 90096-8000 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: Credit Card Is the claim subject to offset? No Yes	\$7,112.24
3.4	Nonpriority creditor's name and mailing address AMX Amazon Card P.O. Box 981535 El Paso, TX 79998 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: Credit card purchases and interest Is the claim subject to offset? No Yes	\$1,841.54
3.5	Nonpriority creditor's name and mailing address AMX Gold Card P.O. Box 981535 El Paso, TX 79998 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: Credit card purchases and interest Is the claim subject to offset? No Yes	\$363,778.52
3.6	Nonpriority creditor's name and mailing address AMx Platinum Card P.O. Box 981535 El Paso, TX 79998 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: Credit card purchases and interest Is the claim subject to offset?	\$71,942.90
3.7	Nonpriority creditor's name and mailing address Citi Execuitve Card/Mastercard P.O. Box 6125 Sioux Falls, SD 57117-6125 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filling date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: Credit card purchases and interest	\$51,975.90

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Debtor	Friedmans' Premier System, Inc.	Case number (if known)	
3.8	Name Nonpriority creditor's name and mailing address Citi Gold Master Card	As of the petition filing date, the claim is: Check all that apply.	\$49,425.73
	P.O. Box 6125 Sioux Falls, SD 57117-6125	Unliquidated	
	Date(s) debt was incurred _	☐ Disputed	
	Last 4 digits of account number	Basis for the claim: Credit card purchases and interest — — —	
		Is the claim subject to offset? ■ No ☐ Yes	
3.9	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$126,659.90
	Dickinson Wright PLLC	☐ Contingent	
	55 W. Monroe St., Ste. 1200	Unliquidated	
	Chicago, IL 60603	☐ Disputed	
	Date(s) debt was incurred _	Basis for the claim: Attorney	
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes	
3.10	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$9,240.00
	Faciligroup	☐ Contingent	
	1600 S Brentwood Blvd #800	☐ Unliquidated	
	Saint Louis, MO 63144	☐ Disputed	
	Date(s) debt was incurred _	Basis for the claim: Business Debt	
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes	
3.11	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$990.00
	GDW Law	☐ Contingent	
	177 Huntington Ave., Suite 1703	☐ Unliquidated	
	PMB 70191 Boston, MA 02115-3153	☐ Disputed	
		Basis for the claim: Attorney Fees	
	Date(s) debt was incurred _	Is the claim subject to offset? ■ No □ Yes	
	Last 4 digits of account number _		
3.12	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$1.00
	Reminger CO. L.P.A. 525 Vine St., Ste. 1500	Contingent	
	Cincinnati, OH 45202	Unliquidated	
	Date(s) debt was incurred	Disputed	
	Last 4 digits of account number _	Basis for the claim: Lawsuit- Ohio Atty	
		Is the claim subject to offset? ■ No □ Yes	
3.13	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$44,361.47
	SalesForce	☐ Contingent	
	333 W Wolf Point Plaza	☐ Unliquidated	
	Chicago, IL 60654	☐ Disputed	
	Date(s) debt was incurred _	Basis for the claim: Business Debt	
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes	
3.14	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$75,000.00
	Sean Sullins	■ Contingent	
	3801 Anderson Street	■ Unliquidated	
	Lebanon, OH 45036	■ Disputed	
	Date(s) debt was incurred _	'	
	Last 4 digits of account number _	Basis for the claim: Lawsuit- Ohio Plaintiff v FPS	
		Is the claim subject to offset?	

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Debtor		Case number (if known)		
2.15	Name	As of the notition filling date the plain in Charlett that and	¢40 202 40	
3.15	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$19,283.40	
	Unique Destination Travel, Co.	Contingent		
	2017 Morganthau Drive A	☐ Unliquidated		
	Mobile, AL 36618	☐ Disputed		
	Date(s) debt was incurred _	Basis for the claim: Business Debt		
	Last 4 digits of account number _	Is the claim subject to offset? ■ No ☐ Yes		
3.16	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$27,798.72	
0.10	United Healthcare		Ψ21,130.12	
	9700 Health Care LN	☐ Contingent		
	Hopkins, MN 55343	Unliquidated		
		☐ Disputed		
	Date(s) debt was incurred _	Basis for the claim: Business Debt		
	Last 4 digits of account number _	Is the claim subject to offset? \blacksquare No \square Yes		
3.17	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$18,380.08	
	UPS Freight	□ Contingent	* * * * * * * * * * * * * * * * * * *	
	55 Glenlake Pkwy	☐ Unliquidated		
	Atlanta, GA 30328	·		
		☐ Disputed		
		Basis for the claim: Business Debt		
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes		
3.18	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$9,500.00	
	VK Consulting, Inc.	□ Contingent	· ,	
	4020 Greenleaf	☐ Unliquidated		
	Skokie, IL 60076	·		
		☐ Disputed		
	Date(s) debt was incurred _	Basis for the claim: Business Debt		
	Last 4 digits of account number _	Is the claim subject to offset? ■ No □ Yes		
3.19	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$7,466.67	
	Wpromote	☐ Contingent	· •	
	125 S Wacker Dr., Ste 1800	☐ Unliquidated		
	Chicago, IL 60606	☐ Disputed		
	Date(s) debt was incurred _	Basis for the claim: Business Debt		
	Last 4 digits of account number			
		Is the claim subject to offset? ■ No □ Yes		
Part 3:	List Others to Be Notified About Unsecured Claim	ms		
	alphabetical order any others who must be notified for claimees of claims listed above, and attorneys for unsecured creditors	ims listed in Parts 1 and 2. Examples of entities that may be listed are collects.	ction agencies,	
If no o	others need to be notified for the debts listed in Parts 1 and	2, do not fill out or submit this page. If additional pages are needed, co	py the next page.	
	Name and mailing address	On which line in Part1 or Part 2 is the	Last 4 digits of	
		, , ,	account number, if any	
Part 4:	Total Amounts of the Priority and Nonpriority Uns	secured Claims		
5. Add t	he amounts of priority and nonpriority unsecured claims.			
		Total of claim amounts		
	al claims from Part 1	5a. \$ 472,000.00		
5b. Tota	al claims from Part 2	5b. + \$ 1,371,834.96	5	
50 Tota	al of Parts 1 and 2			
	es 5a + 5b = 5c.	5c. \$ 1,843,834 .	.96	

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court Northern District of Illinois, Eastern Division

In re	Friedmans' Premier System, Inc.	D-l-+(-)	Case No.	7	
		Debtor(s)	Chapter	7	
	DISCLOSURE OF COMPE	NSATION OF ATTO	RNEY FOR D	EBTOR(S)	
C	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016 compensation paid to me within one year before the filiple rendered on behalf of the debtor(s) in contemplation	ng of the petition in bankruptcy	, or agreed to be paid	to me, for services render	red or to
	For legal services, I have agreed to accept		\$	14,662.00	
	Prior to the filing of this statement I have received		\$	14,662.00	
	Balance Due		\$	0.00	
2. \$	338.00 of the filing fee has been paid.				
3. 7	The source of the compensation paid to me was:				
	☐ Debtor ☐ Other (specify): Valery	y Kichatay, Director			
4. 7	The source of compensation to be paid to me is:				
	■ Debtor □ Other (specify):				
5.	■ I have not agreed to share the above-disclosed comp	pensation with any other persor	n unless they are mem	bers and associates of my	law firm.
l	☐ I have agreed to share the above-disclosed compens copy of the agreement, together with a list of the na				ïrm. A
6.]	In return for the above-disclosed fee, I have agreed to re	ender legal service for all aspec	ets of the bankruptcy	case, including:	
t c	a. Analysis of the debtor's financial situation, and rend b. Preparation and filing of any petition, schedules, sta c. Representation of the debtor at the meeting of credit d. [Other provisions as needed]	tement of affairs and plan whic	h may be required;		cy;
7. I	By agreement with the debtor(s), the above-disclosed fe	ee does not include the following	g service:		
		CERTIFICATION			
	certify that the foregoing is a complete statement of an ankruptcy proceeding.	ny agreement or arrangement for	or payment to me for n	epresentation of the debto	or(s) in
F	ebruary 23, 2024	/s/ Richard G La			_
De	ate	Signature of Attorn SpringerLarsen 300 S. County For Suite G Wheaton, IL 601	Greene, LLC arm Road 87 ax: 630-510-0004		-

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B2030 (Form 2030) (12/15)

	United States Bankruptcy Northern District of Illinois, Easte		
ln re	Friedmans' Premier System, Inc.	Case No.	
	Debtor(s)	Chapter	7
	DISCLOSURE OF COMPENSATION OF ATTO	ORNEY FOR DI	EBTOR(S)
,	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the att compensation paid to me within one year before the filing of the petition in bankrupt be rendered on behalf of the debtor(s) in contemplation of or in connection with the I	cy, or agreed to be paid	to me. for services rendered or to
	For legal services, I have agreed to accept	<u> </u>	14,662.00
	Prior to the filing of this statement I have received	<u> </u>	14,662.00
	Balance Due		0.00
2.	\$_338.00 of the filing fee has been paid.		
3.	The source of the compensation paid to me was:		
	☐ Debtor ☐ Other (specify): Valery Kichatay, Director		
4.	The source of compensation to be paid to me is:		
	Debtor		
5.	■ I have not agreed to share the above-disclosed compensation with any other pers	on unless they are mem	bers and associates of my law firm.
	☐ I have agreed to share the above-disclosed compensation with a person or person copy of the agreement, together with a list of the names of the people sharing in	ns who are not members	or associates of my law firm. A
6.	In return for the above-disclosed fee, I have agreed to render legal service for all asp	•	
	 a. Analysis of the debtor's financial situation, and rendering advice to the debtor in the debtor and filing of any petition, schedules, statement of affairs and plan where. c. Representation of the debtor at the meeting of creditors and confirmation hearing d. [Other provisions as needed] 	nich may be required;	•
7.	By agreement with the debtor(s), the above-disclosed fee does not include the follow	ring service:	
this I	Signature of Atto SpringerLarse 300 S. County Suite G Wheaton, IL 60	sen 6193054 Illinois vrney nGreene, LLC Farm Road 0187 Fax: 630-510-0004 gerbrown.com	H



Wheaton Executive Center 300 S. County Farm Road Suite G Wheaton, IL 60187 T: 630.510.0000 Monadnock Building 53 W. Jackson Blvd. Suite 804 Chicago, IL 60604 T: 312-663-5423

February 9, 2024

LEGAL SERVICES AND RETAINER AGREEMENT

THIS LEGAL SERVICES AND RETAINER AGREEMENT IS MADE BY AND BETWEEN:

Richard G. Larsen
Springer Larsen Greene, LLC
300 S. County Farm Road
Suite G
Wheaton, IL 60187
rlarsen@springerbrown.com

(hereinafter referred to as "Attorney," and;

Valery Kichatay of Friedmans' Premier System, Inc.

(hereinafter referred to as "Client")

Collectively, Attorney and Client are hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, Attorney has expertise in the representation of clients in bankruptcy matters and associated proceedings related thereto; and

WHEREAS, Valery Kichatay of Friedmans' Premier System, Inc. requires legal services related to its financial affairs that will include the representation in a Chapter 7 proceeding.

WHEREAS, Client desires to retain Attorney to represent it with respect to its bankruptcy matters, including a potential Chapter 7 petition and to represent Client in regard to the pending collection efforts of various creditors and to provide such services as an independent contractor, and Attorney is agreeable to such a relationship and/or arrangement, and the Parties desire a written document formalizing and defining their relationship and evidencing the terms of their agreement;

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is agreed as follows:

1. Appointment.

Client hereby appoints Attorney as counsel to and for Friedmans' Premier System, Inc. and hereby retains and employs Attorney upon the terms and conditions of this Agreement.

2. Engagement

Attorney hereby accepts said Retainer Agreement and agrees to represent Fredman's Premier System, Inc. upon the terms and conditions of this Agreement.

3. Authority and Description of Services

During the term of this Agreement Attorney shall provide such professional services and advice in connection with such matters as are specifically requested by Client, or as in the professional judgment of Attorney are reasonably necessary.

4. Term of Agreement

This Agreement shall become effective upon execution hereof and shall continue thereafter and remain in effect until the resolution of the case, or until the earlier termination by one of the Parties as provided herein.

5. Advance payment retainer

- a. Attorney shall not be obligated to provide the services described herein until an advance payment retainer in the amount of \$15,000 for attorney fees and \$ 338.00 for the court filing fee is received.
- b. The retainer to be paid under this Agreement is called an advance payment retainer. An advance payment retainer becomes the property of the attorney upon receipt. An advance payment retainer is not deposited in the attorney's trust account but is deposited in the attorney's general account. Services provided by Attorney and costs and expenses incurred in the defense of the case will be charged against the retainer as they are performed or incurred, or as otherwise set forth in this Agreement. On a periodic basis Attorney will render bills to Client showing the amount drawn against the retainer for services rendered and costs and expenses incurred. At the conclusion of the case or earlier termination of this Agreement any surplus of the retainer remaining will be refunded to Client. Attorney has chosen an advance payment retainer in this Agreement because Client is a defendant or potentially a defendant in numerous pending and potential lawsuits and in the event of the entry of an adverse judgment, the balance of the retainer would otherwise be subject to the remedies for collection available to the

plaintiff.

- c. Another type of retainer is called a security retainer. A security retainer remains the property of the client and is required to be deposited in the attorney's trust account. On a periodic basis the attorney renders bills to the client showing the amount due for services rendered and costs and expenses incurred. In the absence of an objection from the client the attorney may draw against the security retainer. At the conclusion of the case or earlier termination of the Attorney-Client relationship, the amount of the security retainer remaining in the trust account will be refunded to the client.
- d. Client has the option to decline to pay an advanced payment retainer and insist upon the use of a security retainer. In that event, however, Attorney retains the right to decline the representation of Client and in that case this Agreement shall be immediately terminated and neither of the Parties shall have any further rights against or obligations to the other.

6. Duties of Client

The duties of Client are as follows:

- a. Client shall supply Attorney on a regular and timely basis with all information and documents relevant to the issues in the case, or requested by Attorney, or responsive to any discovery initiated in the case.
- b. Client shall be responsible for advising Attorney of any information or documents that would affect the accuracy of any prior information given to Attorney.
- c. Client shall make himself available for a deposition or examination in the case, if requested.
- d. Client shall assist in any negotiations for settlement of the case.
- e. Because Attorney shall rely on such information to be supplied by Client, all such information shall be true, accurate, complete and not misleading, in all respects.
- f. Client shall keep himself advised of the progress of the case and shall act diligently and promptly in reviewing materials submitted to him by Attorney and shall inform Attorney of any inaccuracies contained therein or objections thereto within a reasonable time so as to enable Attorney to make any corrections.
- g. Client shall otherwise cooperate fully and timely with Attorney to enable Attorney to perform its duties and obligations under this Agreement.

7. Compensation, billing and payment

Attorney shall be compensated for services hereunder at the rate of \$ 465.00 per hour for prebankruptcy services to Client. In addition to the above amounts, Attorney shall be reimbursed for all reasonable and necessary costs and expenses advanced on behalf of Client. On a

Chicago

monthly basis, or more frequently in the discretion of Attorney, Attorney shall render bills to Client showing the amount earned for services rendered and due for costs and expenses advanced. Such amount shall be charged against the amount of any remaining retainer with the balance due and payable by Client within thirty (30) days of the date of the bill. Any amount remaining unpaid after thirty (30) days shall bear simple interest at the rate of eighteen (18%) percent per annum. Attorney has a policy that in the event a payment is not made on the date due, then in that event work may be suspended, without notice, until such time as arrangements have been made for payment.

8. Termination of Agreement

This Agreement may be terminated by either party prior to the conclusion of the case by notice to the other. It is specifically agreed that in the event Client fails or refuses to cooperate with Attorney or fails or refuses to make timely payment of the compensation set forth in this Agreement, Attorney shall have the right to suspend any further performance under this Agreement until such time as payment is made or, upon notice to Client, terminate this Agreement and withdraw from the case. In such event all compensation shall become immediately due and payable.

9. Notices

Notice hereunder may be written or oral and if written, shall be addressed to the party at the address shown above or at such other address as the party may designate and may be given in person or by first class mail, postage prepaid, facsimile, or email. Notice in person, by facsimile or by email shall be effective immediately. Notice by first class mail, postage prepaid, shall be effective three (3) days after mailing.

10. Default

In the event Client fails to pay any amount due to Attorney hereunder, Attorney shall be entitled in any action brought to enforce this Agreement to recover all costs and expenses incurred, including reasonable attorney fees.

11. Return of Records

Upon termination of this Agreement, Attorney shall deliver all records, notes, data, and memorandum of any nature that are in the control of Attorney that are the property of or relate to the case, except that Attorney may retain copies of anything delivered.

12. Disclaimer By Attorney

Attorney makes no representation to Client or others with respect to the results to be achieved in the case.

13. Ownership of materials

All right, title and interest in and to materials to be produced by Attorney in connection with this Agreement and other services to be rendered under said Agreement shall be and remain the sole and exclusive property of Attorney, except in the event Client performs fully and timely its obligations hereunder Client shall be entitled to receive, upon request, one copy of all such materials, and shall be entitled to the non-exclusive right to use all such materials.

14. Miscellaneous.

- a. Time is hereby expressly made of the essence of this Agreement with respect to the performance by the parties of their respective obligations hereunder.
- b. This Agreement contains the entire agreement of the parties. It is declared by the Parties that there are no other oral or written agreements or understanding between them affecting this Agreement or relating to the business of Attorney. This Agreement supersedes all previous agreements between Attorney and Client.
- c. This Agreement may be modified or amended provided such modifications or amendments are mutually agreed upon by the Parties and that said modifications or amendments are made only by an instrument in writing signed by the Parties or an oral agreement to the extent that the parties carry it out.
- d. The failure of either party, at any time, to require any such performance by any other party shall not be constructed as a waiver of such right to require such performance, and shall in no way affect such party's right to require such performance and shall in no way affect such party's right subsequently to require a full performance hereunder.
- e. THIS AGREEMENT IS EXECUTED PURSUANT TO AND SHALL BE INTERPRETED AND GOVERNED FOR ALL PURPOSES BY THE LAWS OF THE STATE OF ILLINOIS. ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE BROUGHT IN AND ONLY IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AND THE PARTIES WAIVE ANY OBJECTION TO JURISDICTION OR VENUE IN SUCH COURT.
- f. If any provision of this Agreement shall be held to be contrary to law, void, invalid or unenforceable for any reason, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is contrary to law, void, invalid or unenforceable and that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- g. This Agreement may be executed in counterparts, notwithstanding the date or dates upon which this Agreement is executed and delivered by any of the parties, and shall be

deemed to be an original and all of which shall constitute one agreement effective as of the reference date first written below. An executed faxed copy of this Agreement shall be construed by all parties hereto as an original version of the Agreement.

IN WITNESS WHEREOF, THE PARTIES hereto have set forth their hands and seal in execution of this Agreement on Feb 9th, 2024.

Valery Kichatay as director of Friedmans' Premier System, Inc.

Richard G. Larsen

Springer Larsen Greene, LLC

300 S. County Farm Road, Suite G

Wheaton, IL 60187

rlarsen@springerbrown.com

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United States Bankruptcy Court Northern District of Illinois, Eastern Division

	No	orthern District of Illinois, Eastern D	ivision	
In re	Friedmans' Premier System, Inc.	Debtor(s)	Case No Chapter _	7
	VEI	RIFICATION OF CREDITOR M	ATRIX	
		Number of	Creditors:	23
	The above-named Debtor(s) l (our) knowledge.	nereby verifies that the list of credite	ors is true and co	orrect to the best of my
Date:	February 23, 2024	/s/ Valery Kichatay Valery Kichatay/Director Signer/Title		

Alpha Industrial Co., Limited Caitian Road, 5th Floor, E Building Guangdong, China 518033

American Camp Association 5000 State Road 67 North Martinsville, IN 46151-7902

American Express Direct P.O. Box 96001 Los Angeles, CA 90096-8000

AMX Amazon Card P.O. Box 981535 El Paso, TX 79998

AMX Gold Card P.O. Box 981535 El Paso, TX 79998

AMx Platinum Card P.O. Box 981535 El Paso, TX 79998

Citi Execuitve Card/Mastercard P.O. Box 6125 Sioux Falls, SD 57117-6125

Citi Gold Master Card P.O. Box 6125 Sioux Falls, SD 57117-6125

Dickinson Wright PLLC 55 W. Monroe St., Ste. 1200 Chicago, IL 60603

Faciligroup 1600 S Brentwood Blvd #800 Saint Louis, MO 63144

GDW Law 177 Huntington Ave., Suite 1703 PMB 70191 Boston, MA 02115-3153 Illinois Department of Revenue Bankruptcy Unit PO Box 19035 Springfield, IL 62794-9035

Internal Revenue Service Centralized Insolvency Operation PO Box 21125 Philadelphia, PA 19114

Landlord 25 N High, LLC 25 N High Street Canal Winchester, OH 43110

Leo V. Freidman 1830 S. Ocean Dr. Apt. 2902 Hallandale, FL 33009

Reminger CO. L.P.A. 525 Vine St., Ste. 1500 Cincinnati, OH 45202

SalesForce 333 W Wolf Point Plaza Chicago, IL 60654

Sean Sullins 3801 Anderson Street Lebanon, OH 45036

Unique Destination Travel, Co. 2017 Morganthau Drive A Mobile, AL 36618

United Healthcare 9700 Health Care LN Hopkins, MN 55343

UPS Freight 55 Glenlake Pkwy Atlanta, GA 30328 VK Consulting, Inc. 4020 Greenleaf Skokie, IL 60076

Wpromote 125 S Wacker Dr., Ste 1800 Chicago, IL 60606

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United States Bankruptcy Court Northern District of Illinois, Eastern Division

In re Friedmans' Premier System, Inc.		Case No.	
	Debtor(s)	Chapter	7
CORPORAT	ΓΕ OWNERSHIP STATEMENT	(RULE 7007.1)	
Pursuant to Federal Rule of Bankruptcy Precusal, the undersigned counsel for <u>Fried</u> following is a (are) corporation(s), other the more of any class of the corporation's(s') e	dmans' Premier System, Inc. in the nan the debtor or a governmental un	e above captioned nit, that directly o	action, certifies that the r indirectly own(s) 10% or
■ None [Check if applicable]			
February 23, 2024	/s/ Richard G Larsen		
Date	Richard G Larsen 6193054 Illia		
	Signature of Attorney or Litig	gant mier System, Inc.	
	SpringerLarsenGreene, LLC	e. Gyotoiii, iiiei	
	300 S. County Farm Road		
	Suite G Wheaton, IL 60187		
	630-510-0000 Fax:630-510-000- rlarsen@springerbrown.com	4	
	nai sen wspiniyerbi own.com		